

SETTLEMENT AGREEMENT BETWEEN
MISSOURI REAL ESTATE COMMISSION AND KELLI J.KNOPF

Kelli J. Knopf ("Knopf") and the Missouri Real Estate Commission ("MREC") enter into this Settlement Agreement for the purpose of resolving the question of whether Knopf's license as a real estate broker, no. 2003005674, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the state of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo Cum. Supp. 2011. The MREC and Knopf jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2011.

Knopf acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

the MREC at which time Knopf may present evidence in mitigation of discipline; the right to seek a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to her by law, Knopf knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Knopf acknowledges that she has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Knopf stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Knopf's license as a real estate broker is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 through 339.205 and 339.710 through 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Knopf in Part II herein is based only on the agreement set out in Part I herein. Knopf understands that the MREC may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the MREC and Knopf herein jointly stipulate to the

following:

1. The MREC is an agency of the state of Missouri, created and established pursuant to § 339.120, RSMo, for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.180 and §§ 339.710 to 339.860, RSMo, as amended, relating to real estate agents and real estate brokers.
2. Knopf holds a real estate broker license, no. 2003005674. Knopf's license is, and was at all relevant times hereto, current and active.
3. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to §§ 339.100 and 621.045, RSMo, as amended.
4. On or about October 2007, Knopf advertised a property for which she did not have a proper listing agreement. The property or properties at issue is or are condominium development located at 917 Olive St., St. Louis, Missouri, more commonly known as The Syndicate.
5. Knopf placed the aforementioned advertisement in the October 2007 issue of Alive Magazine, marketing a unit in The Syndicate as available through Kelli Knopf Real Estate Services.
6. At all times relevant herein, The Syndicate was owned by Syndicate Condominiums, LLC ("SynCon") and listed for sale by Cityworks Realty, LLC ("Cityworks"), a Missouri corporation.
7. All the time the advertisement was placed in and ran in Alive Magazine, the

only existing listing agreement SynCon had for the condominiums was with Cityworks, which had the exclusive listing for the development comprised of condominiums under construction and contract, thus preventing Knopf from having a listing on any of the condos.

8. Due to Cityworks' exclusive right to list condominiums at SynCon, Knopf could not obtain a current listing agreement with SynCon, and thus Knopf placed said advertisement without a listing agreement.

9. On October 9, 2010, the MREC received a complaint filed by Maureen Sweeney McCuen ("McCuen").

10. On October 11, 2007, the MREC sent a copy of McCuen's complaint to Knopf via certified mail to 721 N. 17th Loft, #502, Saint Louis, Missouri 63103, the address listed with the MREC, requesting a written response within 30 days. The mailing was returned to the MREC office as unclaimed on November 29, 2007.

11. On November 20, 2007, before the original mailing was returned, the MREC sent a second letter to Knopf regarding the complaint via regular mail.

12. On November 26, 2007, Knopf called the MREC office, and the MREC faxed a copy of the complaint and the October 11, 2007 letter to her.

13. Knopf did not provide a written response to the October 11, 2007 letter within 30 days of the November 26, 2007 fax.

14. Until January 10, 2008, Knopf had not provided a written response to the complaint, so the MREC left her a message requesting a return call. Within ten minutes,

Knopf returned the call.

15. During the phone conversation, Knopf admitted promoting a property for which she did not have a valid listing. According to Knopf, she advertised The Syndicate for sale because a woman who was under contract to purchase a condo in the development had asked her to advertise The Syndicate on her behalf. However, the client was unable to complete her purchase of the condo.

16. Although Knopf said she would submit a written response to the MREC on that day, the MREC has yet to receive a response from her.

17. Section 339.100.2, RSMo (Cum. Supp. 2011), provides in part:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621, RSMo, against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

* * *

(14) Placing a sign on or advertising any property offering it for sale or rent without the written consent of the owner or his or her duly authorized agent;

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860;

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

* * *

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence;

* * *

(24) Use of any advertisement or solicitation which is knowingly false, misleading or deceptive to the general public or persons to whom the advertisement or solicitation is primarily directed[.]

18. Rule 20 CSR 2250-8.090(1) provides that “a licensee shall not advertise or place a sign upon any property offering it for sale or lease to prospective customers without the written consent of the owner or his or her duly authorized agent.”

19. Rule 20 CSR 2250-8.170 provides that “failure of a licensee to respond in writing, within thirty (30) days from the date of the commission’s written request or inquiry, mailed to the licensee’s address currently registered with the commission, will be sufficient grounds for taking disciplinary action against that licensee.”

20. Cause exists under § 339.100.2(24), RSMo Cum. Supp. 2011, to discipline Knopf’s license because, as detailed above, Knopf knowingly promoted a property for which she did not have a valid listing.

21. Cause exists under § 339.100.2(15), RSMo Cum. Supp. 2011, to discipline Knopf’s license because, as detailed above, Knopf failed to respond to the MREC’s complaint within thirty days from the date of the delivery of the complaint to her in violation of 20 CSR 2250-8.170, and advertised a property for sale or lease without the written consent of the owner or his or her duly authorized agent in violation of 20 CSR 2250-8.090(1).

22. Cause exists under § 339.100.2(16) and (19), RSMo Cum. Supp. 2011, to discipline Knopf's license because, based on the foregoing, Knopf's conduct constitutes untrustworthy or improper business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence or otherwise is an act which would otherwise be grounds for the commission to refuse to issue a license under § 339.040, RSMo.

II. Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, and Chapter 621.045.3 and 621.110, RSMo Cum. Supp. 2011.

1. **Knopf's license is on probation.** Knopf's license as a broker is hereby placed on PROBATION for a period of two (2) years. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Knopf shall be entitled to practice as a real estate broker under §§339.010 through 339.205 and 339.710 through 339.855, RSMo, as amended, provided Knopf adheres to all the terms of this agreement.

2. **Terms and conditions of the disciplinary period.** The terms and conditions of the disciplinary period are as follows:

A. Knopf shall keep the MREC apprised at all times of her current address and telephone number at each place of residence and business. Knopf shall notify the MREC in writing within ten (10) days of any change in this information.

B. Knopf shall timely renew her real estate license(s), timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain her license(s) in a current and active status.

C. Knopf shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

D. Knopf shall immediately submit documents showing compliance with the requirements of this settlement agreement to the MREC when requested by the MREC or its designee

E. During the probationary period, Knopf shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this settlement agreement.

F. If at any time during the disciplinary period, Knopf changes her residence from the state of Missouri, ceases to be currently licensed in Missouri under Chapter 339, RSMo, as amended, fails to timely pay all fees required for license renewal, or fails to keep the MREC advised of all current places of residence and business, the time of absence, unlicensed status, delinquency in paying fees for license renewal or unknown whereabouts shall not be deemed or taken as any part of the disciplinary period.

G. Knopf shall comply with all relevant provisions of Chapter 339, RSMo,

as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the state of Missouri and all other states and territories of the United States.

3. Upon the expiration of the disciplinary period, the license of Knopf shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Knopf has violated any term or condition of this Settlement Agreement, the MREC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Knopf's license.

4. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo, as amended.

5. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Knopf of §§339.010 through 339.205 and 339.710 through 339.855, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

6. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered.

7. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Knopf agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

8. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

9. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

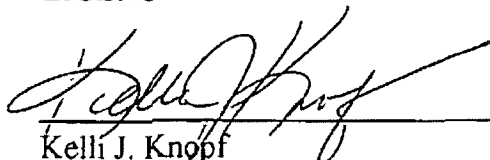
10. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 339, 610, and 324, RSMo, as amended.

11. Knopf, together with her partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action,


fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo, as amended, or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

12. This Settlement Agreement shall become effective 15 days after the document is signed by the Executive Director of the MREC.

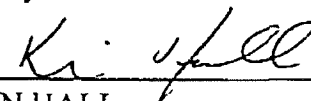
LICENSEE


Kelli J. Knopf
Date: 2-9-12

Missouri Real Estate Commission


Janet Carder, Executive Director
Date: March 1, 2012

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